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Collective Bargaining Agreements

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1-1-1938

## Glass Block Store, Inc., F.W. Woolworth Company and Retail Clerks International Protective Association, Local 3, AFL, Minnesota State Federation of Labor, Duluth Federated Trades Assembly (1938)

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**Glass Block Store, Inc., F.W. Woolworth Company and Retail Clerks International Protective Association, Local 3, AFL, Minnesota State Federation of Labor, Duluth Federated Trades Assembly (1938)**

**Location**

Duluth, MN

**Effective Date**

1-1-1938

**Expiration Date**

5-1-1940

**Employer**

Glass Block Store, Inc.; F.W. Woolworth Company

**Union**

Retail Clerks International Protective Association

**Union Local**

3

**NAICS**

44

**Sector**

Private

**Item ID**

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**Keywords**

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**Comments**

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LOCAL UNION NO. 3 RETAIL CLERKS INTERNATIONAL  
PROTECTIVE ASSOCIATION, DULUTH, MINNESOTA.

AGREEMENT

1. This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1938 by  
and between Glass Block Store  
hereinafter described as the Employer, and the Retail Clerks Inter-  
national Protective Association, by its agent Local #3 affiliated  
with the American Federation of Labor, Minnesota State Federation  
of Labor and the Duluth Federated Trades Assembly, hereinafter  
described as the Union.

2. In consideration of the mutual promises herein contained and for  
the purpose of creating a working agreement by and between the Company  
and the Union, the parties hereto mutually covenant and agree to and  
with each other, as follows:

Section One (1): The Company recognizes said Union as the  
representative of its employees for the purpose of collective bargaining  
with respect to the hours of labor, rates of pay, and working conditions  
hereinafter specified except as to executives defined below.

An Executive is defined as one working principally in a supervisory  
capacity, having authority in regard to hiring and discharging of the  
employees working under his or her supervision, and receiving a  
salary of not less than \$30.00 per week.

An employee whose principal duties are to assist the manager in  
his executive capacity, and who is authorized to assume charge of the  
department in the absence of the manager, with responsibility which  
includes at least signing invoices and vouchers, a proving customer returns  
and correction of sales clerk errors, supervising the activities of the  
department personell and maintaining the department stock shall be class-  
ified as an assistant manager, shall be eligible to membership in Local  
Union No. 3.

Section Two (2): Hours of Labor - (a) Forty-two (42) hours, six days per week, each day seven (7) hours per day, one hour for lunch period, and no lunch period extended beyond one hour, shall constitute a basic work day and week. It is understood that the help will be at the counter ready to sell at the time the store opens and will remain after closing hour long enough to straighten up the stock, but not to exceed time enough for them to get through the time clock within fifteen (15) minutes.

(b) All time worked in excess of seven (7) hours in any one day or forty-two (42) hours in any one week shall be considered overtime except as stipulated in sub-section (d) of section two (2). All time in excess of forty-two (42) hours in any one week shall be paid for at the rate of time and one-half. Overtime worked in any one day may not be compensated for by lay-offs nor shall any employee be required to take any time off to make up for overtime work.

(c) All time worked on Sundays and the following holidays, namely: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, or days observed for the foregoing, by regular selling or non-selling employees, except watchmen, shall be paid for at one and one-half times the regular rate.

Any employee working for a weekly wage shall not be docked for the above holidays if that employee has worked the working day before or after the holidays.

(d) During peak weeks, but not to exceed three weeks in any one year, forty-five (45) hours shall constitute a weeks work. All time in any one of said peak weeks in excess of forty-five (45) hours shall be paid for at the rate of time and one-half. No employee shall be compelled to work more than forty-eight (48) hours in any one week, which is considered a maximum working week.

(aa) Peak weeks may be designated only for the following times and purposes, namely:

(1) One of said weeks may be in December.

- (2) Two of said weeks shall be during inventory purposes only.

Each forty-five (45) hours or peak week shall be designated in advance and notice thereof given prior to the first day of the month in which such peak week is to occur. In cases of unforeseen circumstances the designated peak week may be changed by mutual consent.

Section Three (3): Rates of Pay

(a) The minimum wage shall be \$16.00 per week.

(b) Regular or extra parttime employees shall be paid not less than pro-rata of the regular rate.

(c) To defeat the purposes of this agreement or the policy herein outlined, no regular employees:

(aa) On a regular salary shall have his or her salary reduced;

(bb) On a commission or quota bonus basis shall have his or her salary or "drawing account" or rate of commission reduced;

(cc) Transferred from commission or quota basis to regular salary basis, shall have his or her average total weekly earnings reduced;

(dd) Shall be reclassified;

(ee) On a regular quota basis shall have his or her regular quota increased without a commensurate adjustment in salary or "drawing account".

(d) Any employee reporting for work shall be paid for at least four (4) hours employment unless notified the previous work day, earlier, that he or she shall not report for work.

Extra employees may be notified not to report for work (1) hour before he or she should report for work.

(e) No deduction shall be made from the wages of any selling employees for allowances in the form of refunds, credits or adjustments given customers on any merchandise which was not originally sold by that employee to the customer or the customer's representative, nor for adjustments made on account of defective merchandise or good will where the merchandise is retained by the customer and not returned to the store.



#### Section Four (4): Vacations

(a) Regular full time or parttime employees with continuous service for one full year preceding May 1st of any one year shall receive one week's vacation with pay. Employees with continuous service for five (5) full years or more preceding May 1st of any one year shall receive two (2) weeks vacation with pay. Provided, however, that any employee who completes one full year of continuous service during the vacation period of May, June, and July, shall be entitled to one (1) week's vacation with pay. In the event a regular or parttime employee shall be dismissed for any reason other than drunkenness or dishonesty, such employee shall nevertheless receive vacation pay as heretofore provided in this section, in addition to any sum paid in lieu of dismissal notice as provided in Section Five (f) of this agreement.

(b) Employees receiving a regular commission shall be entitled to vacation pay based upon said commission in a sum equal to the average weekly commission earned, and such vacation pay shall be in addition to any vacation pay earned on a salary basis as hereinbefore set out.

(c) In the event a regular or parttime employee shall be dismissed for any reason other than drunkenness or dishonesty, such employee shall nevertheless receive vacation pay as heretofore provided in this section in addition to any sum paid in lieu of dismissal notice as provided in Section Five (5) sub-paragraph (f) of this agreement.

#### Section Five (5): Miscellaneous

(a) Once each six (6) months, employer shall review the record of each of his employees to see that any employee who is entitled to transfer to promotion shall be given full and fair consideration.

(b) No employee shall be dismissed or expelled on account of serving on committee of the Union, or as a delegate to a Labor convention. No employee shall be discriminated against and no employee shall be discharged for giving information regarding alleged violations of this agreement.

(c) It shall not be considered a violation of this agreement for members of the Union working under this agreement to refuse to go through an authorized picket line maintained at any place where a duly authorized strike exists and any employee shall not be discharged or discriminated against for refusing to go through any such picket line.

(d) All employees covered by this agreement will be encouraged to be members in good standing of this Union, and all new regular employees shall be recommended to the Union for membership.

(e) Employees shall be retained, promoted, demoted, laid off, discharged or rehired, according to their departmental seniority, giving proper consideration to their skill and efficiency. Upon a written request by any employee, the employer may grant a leave of absence, (without loss of seniority), not to exceed ninety (90) days. All requested for leave of absence must be approved by the Executive Board of the Union, provided that any employees transferred from one department to another shall retain the seniority earned in the department from which he or she has been transferred.

(f) A regular employee whose employment is permanently terminated by the employer for any reason other than drunkenness or dishonesty, or who is laid off for one week or longer, shall be given one week's notice or one week's pay in lieu thereof. If any employee claims to have been unjustly discharged he shall make a demand upon the employer for a hearing within five (5) days from date of discharge and if he does not do so discharge shall be deemed just and proper and any claim for reinstatement or back pay shall be barred.

If any employee claims that he is not paid correctly he shall make a demand upon the employer for a hearing within five (5) days from the date he received his pay and if he does not do so his pay shall be deemed just and proper and any claim for back pay shall be barred.

(g) Any disputes arising under this agreement shall be referred to a store committee of the Union, which shall make an effort to adjust such dispute with the management, if this fails, this dispute shall be referred to a representative of the Union; failing in this the complaint shall be referred to an Arbitration Board to be selected in the following manner: two to be named by the Union and two by the Company, and these four to select a fifth member. If, after ten (10) days, a fifth member is not selected then the Arbitrators will ask the Minnesota Industrial Commission to select the fifth member. It is agreed that there shall be no strikes, stoppage of work or lockouts during the term of this arbitration, but not to exceed thirty (30) days.

Section Six (6): (a) It is agreed that the Union shall not use coercion, intimidation or solicitation during store hours.

(b) This agreement is intended to secure proper employment terms and conditions between the Employer and Union and to advance friendly relations between Employer and Employees, and both employer and employees agree to carry it out fairly.

The period of this contract shall be from the date of the execution thereof by the individual members until the 1st day of May, 1939, and shall automatically renew for an additional year unless thirty (30) days or more prior to the expiration thereof, either party gives notice in writing to the other that the contract is to be terminated or amended. Such written notice shall contain therein any changes or amendments desired by the party giving such notice. Within fifteen (15) days thereafter the party to whom said notice is given will give notice in writing to the other party of any proposed changes or amendments desired by that party, and thereupon conferences relative to such changes or amendments shall commence immediately.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

LOCAL UNION NO. 3

EMPLOYER

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



X - file  
JF

**U.S. DEPARTMENT OF LABOR**  
**BUREAU OF LABOR STATISTICS**  
**WASHINGTON**

Retail Clerks #3  
Duluth, Minn.

5-1-40

October 21, 1938

Retail Clerks Int'l Protective Ass'n #3  
c/o Federated Trades Assembly  
3624 W. 2nd St.  
Duluth, Minnesota

Dear Sir:

We have in our files a copy of your agreement with Glass Block Store, Inc., and F.W. Woolworth Company which recently expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Enc.

Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

Number of union members working under terms of agreement

Number of non-members working under terms of agreement

Branch of trade covered

Date renewed Date of expiration

Please check here if you wish the agreement returned

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

308 Glenside Bldg.  
Duluth Minn.  
Nov. 15. 1938

U.S. Dept of Labor.  
Washington D.C. Mr. T. Lubin  
Dear Sir:

Inclosed find contract that  
was signed by the Glass Block  
Store Co. and local # 3 for  
1938-1939.

Woolworth's was ~~not~~  
opened this year so they  
are working under the same  
as 1937.

yours truly  
W. J. Ellis Pres. Rep  
Local # 3  
Retail Clerks Union



SECOND REQUEST  
U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

*Clerks #3  
Duluth, Minn  
5-1-40*

August 9, 1939.

Mr. W. J. Ellis, Bus. Rep.,  
Retail Clerks Int'l Protective Ass'n #3,  
308 Glencoe Bldg.,  
Duluth, Minn.

Dear Mr. Ellis:

We have in our files a copy of your agreement with Glass Block Store, Inc. and F. W. Woolworth Company which recently expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

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Name of company or employers' association signing the agreement

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(If more than one employer, please list on reverse side)

Number of companies covered by agreement \_\_\_\_\_

Number of union members working under terms of agreement \_\_\_\_\_

Number of non-members working under terms of agreement \_\_\_\_\_

Branches of trade covered \_\_\_\_\_

Date renewed \_\_\_\_\_ Date of expiration \_\_\_\_\_

Please check here if you wish the agreement returned \_\_\_\_\_

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.



Labor Temple  
320 W. 10th St

Duluth Minn.

Mr. F. Lubin

Commissioner of Labor Statistics  
Dept of Labor  
Washington D.C.

Dear Sir:

Enclosed find contract that  
we have just had signed by  
the Woolworth Store at 102 W.  
Superior St. in Duluth Minn.

The 1938 contract of the Glass  
Block Store is still in effect.

Yours truly

H. J. Ellis Bus. Agt.  
Local # 3 Retail Clerks.  
Union R.C.T.P.C.

